

Palmetto Citizens Federal Credit Union

Classic Visa® Visa® Gold Visa® Platinum
Agreement & Disclosure Statement

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO EITHER THE FEDERAL ARBITRATION ACT AT 9 USC §1 ET SEQ., OR S.C. CODE §15-48-10 ET SEQ., (See, Paragraph 2 of the Cardholder Agreement for complete details.)

This table provides important information regarding your credit card account with Palmetto Citizens Federal Credit Union.

TRUTH-IN-LENDING DISCLOSURE TABLE			
	Classic Visa	Visa Gold	Visa Platinum
Annual Percentage Rate ("APR")	12.50%	10.75%	9.90%
Monthly Periodic Rate ("MPR")	1.042%	0.896%	0.825%
Annual Fee	None	None	None
Grace Period for Repayment on the Balance for Purchases	25 days to repay your balance for purchases before being charged a finance charge. There is no grace period for cash advances, which accrue finance charges from the time they are posted to your account.		
Method of Computing the Balance for Purchases and Cash Advances	Average Daily Balance (including new purchases and advances)		

AGREEMENT AND DISCLOSURE

This is your Agreement and Disclosure Statement with the Credit Union. Please read it carefully and keep it for your records. It supersedes all prior agreements and disclosure statements relating to your account. You do not have to sign the Agreement. Your agreement to all of these provisions, as amended from time to time including the Card issued by us, will be shown by your application for the Card, your acceptance of the Card, or your use of the Card, whichever occurs first.

How to Use This Account

You must sign the Card in order to use it. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit by presenting your Card and signing a sales slip or writing a Convenience Check for the amount of the purchase. You may also use the Card to obtain cash loans ("Cash Advances") up to your maximum credit limit from financial institutions that accept a Visa credit card, and by use of preprinted Convenience Checks that the Credit Union may issue to you. You agree not to present your Card, obtain a cash advance or write a Convenience Check for any extension of credit in excess of your available Credit Limit (difference between your outstanding

balance and maximum credit limit) on your account.

Definitions

In the Agreement, the words "Card," and "Credit Cards" mean either one or more VISA credit cards; the words "you," "your," and "yours" mean the cardholder as well as anyone the cardholder permits to use the Card; the words "Credit Union," "we," "us," and "our" mean Palmetto Citizens Federal Credit Union; and the words "Convenience Checks" mean one or more checks that we may send to you to access your Credit Card Account.

Binding Arbitration. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS OR AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. NEITHER PARTY WILL NOT HAVE A RIGHT TO HAVE A JURY DECIDE ANY CLAIM OR DISPUTE AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER. FURTHER NEITHER PARTY OR ANYONE ON THEIR BEHALF CAN PURSUE A CLAIM OR DISPUTE IN A CLASS OR REPRESENTATIVE ACTION.

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. All disputes, claims, or controversies arising from or relating in any way to the agreements, relationships, accounts, including any applications and prior relationships between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in any bankruptcy or other insolvency proceeding specifically involving the parties' rights under their agreements, valuation of any collateral, the validity or enforceability of any security interest (including any interest by way of cross-collateralization or a pledge of shares), or any ancillary proceedings that are not exclusively within the jurisdiction of the United States Bankruptcy Courts; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the consent of both parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that this Cardholder Agreement, your Account, all transactions on this Account, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the South Carolina Uniform Arbitration Act at S.C. Code §15-48-10, et seq., as amended from time to time, in which case all references to the FAA herein shall be to said State Act. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence

consistent with the Rules of the American Arbitration Act, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

Payments

You will be jointly and severally liable and agree to pay the Credit Union for all charges (purchases, cash advances, finance charges, and other charges added to your Account under the terms of this or any other agreements with us) extended to you or anyone else using a Card issued for your Account, unless the use of such Card is by a person other than you who does not have actual, implied or apparent authority for such use and from which you receive no benefit. Authority includes, but is not limited to, any authorized users permitting another person to use any Card(s). Further, all users are obligated to us for all charges they make, authorize or permit.

The Credit Union can accept late or partial payments, as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our

discretion. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account. Payments will be applied in the following order: finance charges fees; minimum payment; balance. We may accept checks marked "Payment in Full" or with words of similar effect without losing any right to collect the full balance of your account.

You will make payments by mail directed to the following address: Palmetto Citizens FCU, P.O. Box 4519, Carol Stream, IL, 60197-4519 or you may make payments in person to a service center of Palmetto Citizens Federal Credit Union. If the Credit Union receives a payment by mail by 9:00 a.m., the Member will receive credit that day; payment received after 9:00 a.m. will be applied to the next day's business. Payments made in any other manner, including in person, will be deemed received on the next business day following receipt.

You authorize us to honor any purchase or cash advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

Maximum Credit Limit

Your maximum credit limit will appear on the folder in which you receive your Card and on your monthly statement. At our discretion, we may change your credit limit at any time, and may provide separate limits for purchases and for cash advances. The Credit Union will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting the Credit Union by telephone or mail. Your continued use of the Card will show your agreement to any such increase. If you object to an increase in your credit limit, you must notify the Credit Union in writing. Upon receipt of such notice, your credit limit will be reduced to its prior limit; however, you will be responsible to pay any amounts you have exceeded the reduced limit.

You agree we are not obligated to extend to you credit for any amount that would cause your outstanding balance to exceed your maximum credit limit, or for any amount if your outstanding balance already exceeds your maximum credit limit. Any increase in your maximum credit limit you request will require you to make a written application for our approval. You agree to pay any amounts you owe that exceed your maximum credit balance upon demand.

Credit balances in excess of \$1.00 will be refunded to you after collection as provided herein by crediting your share account or by mailing a check to the address to which statements are provided to the order of any cardholder. You agree that the Maximum Credit Limit will at no time exceed the agreed upon amount, and that any credit balance will not be available or increase the Maximum Credit Limit available for new purchases or cash advances during any billing cycle.

ATM Access (if service is available)

If you have received a personal identification number (PIN), you may use your Card and PIN to obtain cash advances at any Automated Teller Machine (“ATM”) that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this Agreement, advances through ATM access will be treated as cash advances under this Agreement. Advances at authorized ATMs are limited to a total of \$510.00 during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation.

Monthly Statement

The Credit Union will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (purchases and cash advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments and credits, a summary showing your purchases and cash advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, Credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement.

Finance Charges on Account Balance

A **FINANCE CHARGE** computed on a monthly periodic rate (“MPR”) will begin to accrue for new purchases if you do not pay the New Balance in full within 25 days after the billing date of the statement on which the new purchases first appear. A **FINANCE CHARGE** computed on a monthly periodic rate (“MPR”) will begin to accrue on the transaction date of cash advance(s) or purchases (except as provided above), or the first day of the billing cycle, whichever is later, and will continue to be imposed until you have paid any outstanding balance in full. The Credit Union calculates the **FINANCE CHARGE** as follows.

- a. The **FINANCE CHARGES** for a billing cycle are computed by applying the monthly periodic rate of your account, indicated in this booklet, to the average daily balance of purchases and cash advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. The monthly periodic rate and **ANNUAL PERCENTAGE RATE (APR)** to be used is determined by the account applied for or approved by us pursuant to the terms of your application.
- b. To get the total average daily balance on your account, we take the beginning balance of your account each day, add any new purchases and cash advances, unpaid finance charges, current late payment fees, and other fees, and subtract any payments or credits. This is your daily balance. Then we add up all the daily balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance. This determines the balance subject to the **FINANCE CHARGE**.

Charges Made in Foreign Currencies

If you incur a charge (a purchase or cash advance) in a foreign currency, the charge will be converted into a U.S. dollar amount in accordance with the operating regulations of Visa International in effect at the time that the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either: (a) a wholesale market rate; or (b) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Cross-Border Transaction Fee

A Cross-Border Assessment of 1% on each transaction on all cross border transactions when Visa must convert a purchase made outside the United States to U.S. dollars for posting. A Cross-Border Assessment fee of 0.8% is made when a US cardholder makes a transaction in a foreign country, and the merchant accepts the transaction in US currency rather than the currency of their country. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic statement.

Minimum Payment Due

You can pay off your account balance in full each month or you can pay in monthly installments. If you do not pay your balance in full, you agree to pay at least a minimum payment of 2% of your New Balance (rounded to the nearest whole dollar) or \$25.00, whichever is greater. If the New Balance shown on your periodic statement is \$25.00 or less, you agree to pay this amount. Unless the Credit Union takes other action as a result of a default under this Agreement, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay fees, then finance charges, purchases and cash advances. You must pay at least the minimum payment each month, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you have to pay in finance charges.

Returns and Adjustments

Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances.

Additional Benefits/Card Enhancements

The Credit Union may from time to time offer additional services to your account, such as travel accident insurance, purchase rewards or rebates at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time.

Merchant Disputes

The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card except as set forth in the Special Rules for Credit Card Purchases set forth at the end of this Agreement.

Skip Payment Option

At our option, we may not require you to make a minimum payment during certain designated billing cycles ("skip payment period"). If you do not make your minimum payments as provided in this Agreement, during such designated billing cycles, you understand that we will continue to apply finance charges to your account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of the Agreement will apply.

Exceeding Your Credit Limit Fee

The Credit Union will charge your account an over the credit limit fee of \$15.00 for each billing period in which your new balance exceeds your credit limit if the balance exceeds your credit limit by more than 10% per monthly billing cycle. This fee may be added to your account balance, or collected from you on demand.

Late Payment Fee

The Credit Union will charge your account a late fee of 5% of the scheduled payment for each billing period in which your minimum payment is not received within ten (10) days of your payment due date, with a \$25.00 maximum per month or such other amount allowed by applicable law if less than the amounts set forth herein. This fee may be added to your account balance, or collected from you on demand.

Returned Payment or Insufficient Funds Fee

The Credit Union will charge your account a \$24.00 fee if your payment is made by check, or otherwise and is not honored, collected by us, or if we must return it to you because it cannot be processed for any reason. This fee may be added to your account balance or collected from you on demand. If that item is drawn on a Credit Union account, a non-sufficient funds charge of \$24.00 will be charged.

Charge for Copies

If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of \$20.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a statement copy fee of \$3.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error.

Convenience Checks

You can use your Convenience Checks to purchase goods and services or to obtain cash up to the amount of your available credit limit unless that amount will cause you to exceed your credit limit. The Credit Union will treat Convenience Checks as cash advances and will charge them against your credit limit. The Credit Union may decline to honor a Convenience Check if you are over your credit limit, you are in default, your account privileges have been canceled, or your Card has expired. If we decline to honor a Convenience Check, the credit union will charge you a fee of up to \$20.00, which the credit union will add to your account balance. Convenience Checks may be used only by the person whose name is printed on them. You may not use Convenience Checks to pay any amount which you owe the Credit Union under this or any other credit agreement with the Credit Union. The Credit Union will not certify any Convenience Checks, nor will the Credit Union return paid Convenience Checks to you. It is in the Credit

Union's sole discretion to issue Convenience Checks to any member.

Stop Payment

You may stop payment on a Convenience Check by notifying the Credit Union in writing at the address shown on your monthly statement or by calling the Credit Union at the telephone number shown on your monthly statement. If you call, you must confirm the call in writing within fourteen (14) days. A written stop payment order or written confirmation of an oral stop payment order will remain in effect for six (6) months unless renewed in writing. The Credit Union will charge your account a \$4.50 fee when you stop payment on a Convenience Check.

Your Responsibility and Liability for Unauthorized Use and Lost or Stolen Cards or Convenience Checks

If your Card or Convenience Checks are lost or stolen, or if you are afraid someone used or may use them without your permission, you must notify the Credit Union at once by calling (800) 435-5626, or providing written notice to: Palmetto Citizens Federal Credit Union, P.O. Box 11407, Columbia, SC 29211. If notice is given orally, you will promptly confirm it in writing. The Credit Union may require you to provide us certain information in writing to help us investigate any unauthorized use. Do not use the Card or the Convenience Checks after you have notified the Credit Union, even if you find them or have them returned to you.

You are liable for all transactions that you authorize. **No Liability:** You will have no liability for unauthorized use of your Card, Convenience Checks or other Access Devices for non-ATM transactions made over the Visa Network if the following conditions are met: (1) You have not been grossly negligent; and (2) You have not committed, participated in or conspired to commit any fraudulent act or scheme involving the use of your Visa credit card account. **Limited Liability:** For transactions on other networks or ATM transactions, you may be liable for unauthorized transactions using your Card, Convenience Checks or other Access Devices that occur before we are notified. However, your liability for unauthorized use on networks other than Visa will not exceed \$50.00. In any case, you will not be liable for any unauthorized use after notifying us of the loss, theft or unauthorized use of your Card, Convenience Checks or other Access Devices.

Illegal Transactions

You warrant and agree that your Credit Card, other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Default

You will be in default if: (a) you fail to pay the Minimum Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

Collection Costs

You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorney's fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

Updating and Disclosing Financial Information

The Credit Union may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you for any legitimate business reason, including if you fail to make your minimum payments on time. We can reinvestigate and reevaluate any information you provide on your Visa Application at any time, and in the course of doing so we may ask you to provide additional information, request credit bureau reports and/or otherwise verify your current credit standing. We reserve the right to provide our accountants with information regarding your account in conjunction with the annual credit union audit.

Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

Correcting the Credit Union's Credit Report

If you think the Credit Union reported erroneous information about you to a credit reporting agency, call the Credit Union at the telephone number listed on your monthly billing statement. The Credit Union will promptly investigate the matter. The Credit Union will contact each credit reporting agency whose records may reflect an error. The Credit Union will require them to correct your report if its investigation decides that you were correct. If the Credit Union disagrees with you after the investigation, the Credit Union will advise you, in writing or by phone, and instruct you how to submit to those agencies a

statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

Closing Your Account

Any individual cardholder without the consent of other cardholders may close your Account at any time by notifying the Credit Union in writing. Credit Union may close your account or suspend your Card privileges or Convenience Checks at any time without prior notice. Credit Union may also reissue a different Card or different checks at any time. You must return the Card or the Convenience Checks to the Credit Union upon request. You agree that the Card and all Convenience Checks remain the property of the Credit Union. Each Card we issue will have an expiration date. Upon expiration of your Card your account will automatically terminate; or the Credit Union, in its sole discretion, may extend your Agreement and issue a new card with a new expiration date. If your account is closed, expires or your credit privileges are terminated or suspended, you will remain responsible for paying all amounts you owe us according to the terms of this Agreement. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards, access checks and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law.

Changing This Agreement

The Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

Delay in Enforcement/Waivers

The Credit Union may delay or waive enforcement of any of the provisions of the Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

Change of Name, Address or Telephone Number

You will immediately notify the Credit Union in writing if you change your name, home address, home or business telephone number or employment change.

Pledge of Shares and Security Interest

BY SIGNING AN APPLICATION ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. “Shares” for the purpose of your pledge to secure your obligations to the credit union means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held—regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

Security Interest

Payments on your account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. Further, you hereby grant the Credit Union security interest in all property purchased through this credit plan, including a purchase-money security interest in any household goods purchased with an extension of credit upon the account. These security interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with the South Carolina Commercial Code and other applicable law.

Additional Terms of Visa, Agreement

To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties’ rights and duties, will be governed by South Carolina law regardless as to where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or Card to any other person. The Credit Union may assign or transfer this account, your account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. If there are joint obligors or authorized users for this credit plan, each of you will have the right to use the account to obtain loans pursuant to the terms hereof. Each of you will be liable for all obligations owing on the account whether borrowed by you or otherwise and whether within or beyond the credit limit. Your liability will be joint and several. Either party has the right to cancel this Agreement. Further each of you is responsible for all amounts borrowed by any authorized user(s). Authorized users and other users may also be required to repay the amount owed for charges they make; however, you remain, at all times, primarily responsible for all amounts owed. All Cards, billing statements and notices will be mailed or delivered to the address given on the application for either

applicant unless you direct otherwise in writing. If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect. You agree that your account will also be subject to all rules and regulations of Visa U.S.A., Inc., as applicable. If there is any conflict between this Agreement and the rules and regulations of Visa U.S.A., Inc., the rules and regulations of Visa U.S.A., Inc. will control.

Limitations of Lawsuits

You agree that any lawsuit based on a cause of action against us must be filed within one year from the date it arises, or you shall be barred from filing any lawsuit. This limitation includes tort, contract and all other causes of action for which you and we may lawfully contract to limit as set forth in the Agreement.

Insurance

If you elect insurance, as set forth in your Application, then the charges will be added to your account on each billing cycle, if insurance application is approved. Credit insurance is voluntary and not required to obtain a credit card with us. You have a right to terminate this insurance at anytime by notifying us in writing. Insurance coverage is written by CUNA Mutual Insurance.

YOUR BILLING RIGHTS

Keep This Notice For Future Use:

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet of paper) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment from occurring by contacting the credit union in writing. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty days, unless we have corrected the error by then. Within ninety days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 25 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchase with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address;
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. Further, the Credit Union has no liability for any tort or related claims arising from such purchases.